

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application	<u>PATENT APPLICATION</u>		
Inventors:	Foote, et al.	Art Unit:	Unassigned
SC/Serial No.:	Unknown	Examiner:	Unassigned
Confirm. No.:	Unknown		
Filed:	Herewith		
Title:	METHOD FOR AUTOMATICALLY PRODUCING OPTIMAL SUMMARIES OF LINEAR MEDIA	<u>Customer No. 23910</u>	

COMBINED DECLARATION AND POWER OF ATTORNEY
FOR UTILITY PATENT APPLICATION

As a below named inventor, I hereby declare that my residence, post office address and citizenship are as stated below next to my name; I believe that I am the original, first and sole inventor (if one name is listed below), or an original first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

METHOD FOR AUTOMATICALLY PRODUCING OPTIMAL SUMMARIES OF LINEAR MEDIA

the specification of which (check applicable one):

X is attached hereto;

 was filed with the above-identified "Filed" date and "Application No."

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment(s) referred to above.

I acknowledge the duty to disclose information which is material to the examination of the application in accordance with Title 37, Code of Federal Regulations, §1.56.

I hereby claim priority benefits under Title 35, United States Code, §119 of any foreign or U.S. Provisional application(s) for patent listed below, and have also identified below any foreign application(s) or Provisional application(s) for patent having a filing date before that of the application on which priority is claimed:

Prior Foreign or U.S. Provisional Application(s)

(Application No.)

(Country)

(Day/Month/Year Filed)

Power of Attorney

As a below named inventor, I hereby appoint the following registered practitioners as my attorneys, with full power of substitution and revocation, to prosecute this application and transact all business in the United States Patent and Trademark Office connected therewith:

MARTIN C. FLIESLER, Reg. No. 25,656, and JONATHAN M. HOLLANDER, Reg. No. 48,717, and other attorneys of FLIESLER DUBB MEYER & LOVEJOY LLP, Customer No. 23910, located at Four Embarcadero Center, Fourth Floor, San Francisco, California 94111, telephone (415) 362-3800; and

Mark Costello, Reg. No. 31,342; Don L. Webber, Reg. No. 34,275; Ronald F. Chapuran, Reg. No. 26,402; Eugene O. Palazzo, Reg. No. 20,881; Kevin R. Kepner, Reg. No. 32,145; Richard B. Domingo, Reg. No. 36,784; all of Xerox Corporation, located at 100 Clinton Avenue South, Xerox Square, 20th Floor, Rochester, New York 14644, telephone: (716) 423-5090.

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(415) 362-3800

Please direct all telephone calls to:

Jonathan M. Hollander, Esq.
(415) 362-3800

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true, and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under §1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

- (1) Full name of sole
or first inventor: Jonathan T. Foote
- (1) Residence: 450 Laurel Street, Menlo Park, California 94025
- (1) Post Office Address: SAME AS ABOVE
- (1) Citizenship: USA
- (1) Inventor's signature: Jonathan T. Foote
- (1) Date: 2/26/02

(2) Full name of second
joint inventor: John Boreczky

(2) Residence: 516 Dutton Avenue, San Leandro, California 94577

(2) Post Office Address: SAME AS ABOVE

(2) Citizenship: USA

(2) Inventor's signature: John Boreczky

(2) Date: 26 FEB 02

PATENT APPLICATION
FXPAL Ref. No. FXA0010

JOINT TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned Inventors:

- (1) Jonathan T. Foote,
a resident of 450 Laurel Street, Menlo Park, California 94025; and
- (2) John Boreczky,
a resident of 516 Dutton Avenue, San Leandro, California 94577

have invented certain new and useful improvements in:

**METHOD FOR AUTOMATICALLY PRODUCING
OPTIMAL SUMMARIES OF LINEAR MEDIA**

and have executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

X on the Date of Execution of Declaration for Patent Application set forth below adjacent to Inventors' signatures.

OR

_____ said application having SC/Serial Number _____ and filed on the _____ day of _____, of the year _____.

WHEREAS FUJI XEROX CO., LTD., (hereinafter termed "Assignee"), a corporation of JAPAN, having a place of business at 17-22, Akasaka 2-chome, Minato-ku, Tokyo, Japan, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by each of said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants

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on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed this instrument on the date of acknowledgment and delivered this instrument to said Assignee.

(1) *Date of Execution of Declaration for Patent Application:* _____

(1) Jonathan T. Foote Dated: 2/26/02
Jonathan T. Foote

(2) *Date of Execution of Declaration for Patent Application:* _____

(2) John Boreczky Dated: 26 FEB 02
John Boreczky